

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Claudette de Leon,  
Complainant

v.

Crawford Central School District,  
Respondent

PHRC Case No. 200204267

EEOC No. 17FA361991

**AMENDED  
COMPLAINT**

**JURISDICTION**

1. Jurisdiction is pursuant to the Pennsylvania Human Relations Act 43 P.S.  
§§951-963.

**PARTIES**

2. The Complaint herein is:

Claudette de Leon  
11983 Eureka Road  
Edinboro, PA 16412

3. The Respondent herein is:

Crawford Central School District  
11280 Mercer Pike  
Meadville, PA 16335-9504

EXHIBIT

916

# UNDERLYING FACTS

4. I began my employment with the Respondent in September, 1989, and currently work for them as a Spanish Teacher.

## Count 1

### Harassment (different treatment)

### Retaliation - Discrimination

5. Paragraphs 1 through 4 are incorporated herein by reference as though set forth in full.

6. I filed three discrimination complaints with the PHRC against the Respondent of which two were in about 1997, PHRC Docket Nos. E71573D and E77717D, and one was in September of 2002, Case No. 200202691.

7. The persons who harmed me, Respondent School Administrators, knew of my complaints because they were in the position to access that information from my file and/or from Respondent Staff.

8. On an ongoing basis prior to and on June 7, 2002 and continuing through the present, the Respondent has harassed me by but not limited to:

- a. issuing only me a written warning on June 7, 2002 for tardiness when I entered school with Debbie Lemensky;
- b. issuing only me a written warning on September 20, 2002 for tardiness when I was delayed by Meg Daniels;
- c. documenting my arrival times daily;
- d. Mr. Higgins accusing only me of picking on certain students when my long term substitute teacher, Ms. Lynn, also cited the same students for misconduct;
- e. Principal George Deshner requiring me to turn in typed lesson plans every Friday during the 2002-2003 school year whereas other teachers submitted lesson plans less frequently and incomplete;
- f. testing my Spanish class for proficiency without my knowledge in October, 2002;
- g. observing my classes more frequently than other teachers and criticizing

me for practices that other teachers allow or engage in without being criticized as recently as January 9, 2003; and  
 h. issuing a student who assaulted me on January 16, 2003 a suspension rather than expulsion and returning her to my class rather than transferring her to another teacher.

9. I believe the Respondent's actions were retaliatory because other similarly situated teachers who had not filed discrimination complaints against the Respondent have not been subjected to these terms of employment.

10. Based upon the foregoing, I allege that the respondent violated Section 5(d) of the Pennsylvania Human Relations Act 43 P.S. §51-963.

11. The Complainant prays that the respondent be required to provide all appropriate remedies under § 9 of the Pennsylvania Human Relations Act.

#### Count 2

#### Harassment (different treatment)

#### Ancestry - Discrimination

12. Paragraphs 1 through 11 are incorporated herein by reference as though set forth in full.

13. My protected class is my Ancestry, Hispanic.

14. The Respondent has not disciplined Non-Hispanic employees for tardiness such as but not limited to Debbie Lemansky on June 7, 2002, Meg Daniels on September 20, 2002, and Mrs. Ferguson for almost daily tardiness to study hall duty throughout 2002-2003 school year. The Respondent has not documented the arrival times daily of Non-Hispanic Teachers Melbok, Froelick and Morfewski. The Respondent has not criticized Non-Hispanic teacher, Ms. Lynn, for disciplining students while she acted as my substitute teacher. The Respondent has not reprimanded Non-Hispanic Teacher, Cindy Rabba, for permitting students to leave class early. The Respondent has not placed the same requirements on other Non-Hispanic Teachers regarding their lesson plans. The Respondent does not conduct proficiency tests in the classes of Non-Hispanic Teachers without their knowledge. The Respondent does not observe other Non-Hispanic Teachers as frequently and as critically.

15. The harassment was pervasive and regular because it involved every aspect of my position; it required more reporting; it occurred frequently; and it undermined my effectiveness in managing my classroom.
  16. I was detrimentally affected because it made me feel victimized and increased my anxiety and stress for which I had been medically treated in the past.
  17. The Respondent Administrators who harassed me included but were not limited to John Higgins, George Deshner, and Charles Heller.
  18. Based upon the foregoing, I allege that the respondent violated Section 5(a) of the Pennsylvania Human Relations Act 43 P.S. 951-963.
  19. The Complainant prays that the respondent be required to provide all appropriate remedies under § 9 of the Pennsylvania Human Relations Act.
- | Discipline (suspension w/o pay 3day)   | Count 3 | Retaliation - Discrimination |
|--|---------|------------------------------|
| 20. Paragraphs 1 through 19 are incorporated herein by reference as though set forth in full.  |         |                              |
| 21. I filed three cases with the PHRC of which two were in about 1997, PHRC Docket Nos. E-71573 and E-77717D, and one was in September of 2002, PHRC Case No. 200202691.   |         |                              |
| 22. The persons who harmed me, Principal George Deshner, Assistant Superintendent Charles Heller, and Superintendent Michael Dolecki, knew of my filings because they were in a position to access that information from my file and/or from Respondent Staff.   |         |                              |
| 23. On November 20, 2002, Respondent Superintendent, Michael Dolecki, suspended me without pay for three days for persistent negligence in performing duties; willful neglect of duties; and persistent and willful violation of or failure to comply with the school laws of the Commonwealth; and failure to follow official directives from the administration. |         |                              |

- |     | Suspension   | Ancestry - Discrimination |
|-----|--|---------------------------|
|     | Count 4  |                           |
| 24. | I believe the Respondent's actions were retaliatory because my most recent case had been served on Superintendent Dolecki in about October, 2002; my conduct did not warrant the charges brought; the disciplinary action was recommended by the same administrators that were harassing me; and the Respondent did not discipline teachers, Nina Girganeli and Luanne Masyschak, for calling the homes of students. |                           |
| 25. | Based upon the foregoing, I allege that the respondent violated Section 5(d) of the Pennsylvania Human Relations Act 43 P.S. 951-963.  |                           |
| 26. | The Complainant prays that the respondent be required to provide all appropriate remedies under § 9 of the Pennsylvania Human Relations Act.   |                           |
| 27. | Paragraphs 1 through 26 are incorporated herein by reference as though set forth in full.  |                           |
| 28. | My protected class is Ancestry, Hispanic.  |                           |
| 29. | I was qualified for employment as a Teacher because I had demonstrated knowledge of my subject matter and of teaching techniques.  |                           |
| 30. | The Respondent did not suspend Non-Hispanic Teachers, Nina Girganeli and Luanne Masyschak, when they called the homes of students.   |                           |
| 31. | I believe the Respondent's actions were due to my Ancestry because the Respondent has been treating me differently than the Non-Hispanic employees for years.  |                           |
| 32. | Based upon the foregoing, I allege that the respondent violated Section Relations 5(a) of the Pennsylvania Human Relations Act 43 P.S. 951-963.  |                           |
| 33. | The Complainant prays that the respondent be required to provide all appropriate remedies under § 9 of the Pennsylvania Human Relations Act.   |                           |

**RELATED COMPLAINTS BASED ON THESE ALLEGATIONS**

34. Claudette de Leon filed the following three cases with the PHRC against the Respondent regarding her employment: Docket No. E71573D under the name Claudette Mitchell, Docket No. E77717D under the name Claudette de Leon-McCreeken, and Case No. 200202691 in September, 2002.

**DUAL FILING**

35. This charge has been filed with the U.S. Equal Employment Opportunity Commission.

VERIFICATION

I hereby verify that the statements contained in this complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 P.A.C.S. § 4904, relating to unsworn falsification to authorities.

02-18-03

(Date Signed)

Claudette de Leon

Claudette de Leon

FILED  
JUN 29 2006  
FBI - PHOENIX

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Claudette de Leon,  
Complainant

v.

Crawford Central School District,  
Respondent

PHRC Case No. 200204267

EEOC No. 17FA361991

COMPLAINT

JURISDICTION

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**PARTIES**

2. The Complainant herein is:

Claudette de Leon  
11983 Eureka Road  
Edinboro, PA 16412

3. The Respondent herein is:

Crawford Central School District  
11280 Mercer Pike  
Meadville, PA 16335-9504



PA Human Relat. Commission Use Only

10-15-02

Order No. 00204267  
 EOC No. 17EA361991  
 Social Security No. 1111

PRC can investigate complaints of discrimination based upon race, color, religion, ancestry, age (40 and above), sex, marital status, marital status, job related handicap or disability, known association with a handicap, 2nd or disabled individual, possession of a diploma based on passing a general education development test, or willingness or refusal to participate in abortion or sterilization.

## IN-14 FORM RETALIATION QUESTIONNAIRE

Questionnaire on the incident you are complaining about.

Rev. 03/99

To avoid rewriting your answers, please read this short questionnaire from beginning to end before filling out your answers to individual questions. Please answer every applicable question as fully as possible, and to the best of your present knowledge, information and belief. If you are unsure of your answer, please say so. It is your responsibility to notify this Agency if a change of address or times of unavailability. Failure to notify this Agency may result in dismissal of the matter.

Name Clavette de Leon

Address 11983 Eureka Rd

City Edinboro State PA ZIP Code 16412

County Erie Telephone No. 814-234-2587 814-336-1121 ext 286

May we call you at work? Yes ☒ No ☐

Caution: Failure to correctly identify the name of the legal entity you are complaining about will hinder the processing of your complaint. Bring pay stubs, W-2 forms, contracts, etc. to aid in verification of the name and address.

Name of Organization your complaint is against:

Name Crawford Central School District

Address 930 North St / 11280 Mercer Pike St

City Meadville State PA ZIP Code 16335

Type of Business Education

County Crawford Telephone No. 814-724-3960

Number of employees who work at the organization named above. Please check one:

Less than 4 ☐ 15 to 100 ☐ 201 to 500 ☐ (initials) ☐  
 101 to 200 ☐ 501 plus ☒ 2. + thank

## IN-14 FORM

## Retaliation Questionnaire

(page 2)

Name and address of person who will know how to contact you and who does not reside in your home.

Name

John &amp; Sally Stanford

Address

487 Jackson Park Drive

City

Hendville

State

PA ZIP code 16335

Telephone No.

H 814 337-0859 W 1

In this Questionnaire, you will see the word "class" mentioned. Class means the person's race, sex, age, ancestry, religion and so on. Depending on the issues in the complaint, you may belong to two or more classes. For example, a Black female could belong to two classes: race/Black and sex/female. A White male could belong to race/White and sex/male. All persons named in the complaint or questionnaire should be identified by their class as follows: John Doe (White male), John Doe (under age 40), Jane Doe (Black female). For example, if your complaint is based on race, include the race of all persons mentioned. If it is a sex complaint, mention the sex of all persons mentioned.

1. Discrimination means difference of treatment. Please explain what happened to you and why you feel you were treated differently. In other words, what happened to persons of a different class that makes you feel they received more favorable treatment than you.

6/3/02 Last Day of school - I was given

9/20/02 I was given another tardy during the 4th & 5th school at the same time with Mrs. [unclear] I was talking to the principal [unclear] Ed [unclear] she doesn't believe the organization treated you this way because of one or more of the reasons listed below, please check those reasons. If you believe the employer treated you this way for a reason which is not listed, explain what you believe to be the reason.

Sex ☒ Race ☒ Ancestry ☐ National Origin ☐ GED ☐ Religious Creed ☒ Retaliation

Age (40+) Date of Birth ☐ Use of guide dog or support animal ☐ Participation in/ or refusal to participate in ☐ Abortion/Sterilization ☐ Non-job related handicap/disability ☐ Identify your disability ☐

3. Do you charge that you were discriminated against because of your previous complaint with the Commission?

Yes ☒ No ☐

- 3a. What was the docket number of your original complaint, if known?

Docket #

It is written my other complaint

**ପ୍ରସ୍ତୁତ ୩।**

Yes \_\_\_\_\_ No \_\_\_\_\_

42. What was the docker number of this person's complaint, if known?

Yes \_\_\_\_\_

No \_\_\_\_\_

5b. When did you engage in opposition to a discriminatory practice?

|       |      |       |      |      |
|-------|------|-------|------|------|
| 09/97 | 6/00 | 01/02 | 6/02 | 9/20 |
|-------|------|-------|------|------|

the action, each date the action was taken and what the action was.

01/02 "Action Plan" to be saved by administrators

02/03 Re-write Classroom Rules, Discipline Plan, I have

1/02 Action Plan  
2/03 re write Classroom Rules, Discipline Plan I have to observe other teachers, write lesson plans, and 5 minutes ROA/C time's  
4/07/02 "I am only home" 4/29/02  
9/20/02 "I am only home" 9/29/02  
9/97 accused of sitting my chair down early on that day and did

6/10/02 "Picking in Kids" while I was  
s'pended the other teacher  
had problems with some students.

3/18/02 - 5 yrs permission for being sick  
sent for a psychiatric eval at  
5/24/02 came back to work 9 days before  
came back to work 9 days before

IN-14 FORM

Retaliation Questionnaire (page 4)

8. Why do you believe the action taken against you was not justified?

Action Plan To put pressure because  
Mr. DeSinger knew I was so caring  
other employees were saying don't  
talk to me - employees were saying don't  
talk to me  
What reason was given to you by the employer for such action?  
Suspended because of the  
medical excuse it turned in

10. Give reasons why you feel your employer knew about your original change with the Commission, your cooperation with an investigation or your opposition to a practice you felt was unlawful. IT IS IMPORTANT THAT THIS KNOWLEDGE CAME BEFORE THE ACTION TAKEN AGAINST YOU, SO BE SPECIFIC AS TO DATES.

Use the Continuation Page if more space is needed.

I already filed a complaint  
Twice.

11. Did you do any of the things your employer has accused you of doing?

Yes ☐ No ☒

If yes, please explain.

12.

Give the name and job titles of all other persons you can think of who did the same or similar thing you were accused of doing, but who were NOT subjected to action/s. If who were subjected to less severe action/s than you were. (Use the Continuation Page, if needed.)

Name Teddy Lemonsky (talked with me)  
Job Title Principals Secretary CLASS NY

~ (page 6)

What action was taken? \_\_\_\_\_

Yes \_\_\_\_\_

No \_\_\_\_\_

Name \_\_\_\_\_

Job Title \_\_\_\_\_ CLASS \_\_\_\_\_

What action was taken? \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

Job Title Period Education class W F T F

of study hall  
I received a tardy  
action was taken?  
she did not receive anything

Yes \_\_\_\_\_

No \_\_\_\_\_

IN-14 FORM

13. Did anyone who was treated similarly to you file a discrimination complaint "or" oppose an unlawful discriminatory practice?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list.

Name \_\_\_\_\_ CLASS \_\_\_\_\_

Docket Number of Complaint, If Known \_\_\_\_\_

Name \_\_\_\_\_ CLASS \_\_\_\_\_

Docket Number of Complaint, If Known \_\_\_\_\_

Name \_\_\_\_\_ CLASS \_\_\_\_\_

Docket Number of Complaint, If Known \_\_\_\_\_

14. If you have filed an earlier discrimination complaint, has the employer's behavior toward you changed in any way, or do you continue to experience more of the same behavior as before you filed your complaint?

*1997 It worsened 3 bad incidents in one week  
01/02 put in on active plan  
02/03 put in on active plan again  
a 3 served every two weeks*

15. Give the names of any employees who your employer knew had testified, or assisted you in any way during the investigation of your original complaint and explain what they did to help you in your complaint.

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

16. To your knowledge, have any actions been taken against any of these employees?

Yes \_\_\_\_\_ No \_\_\_\_\_

IN-14 FORM

814-333-8731 CCSD ISC

Metallurgy Unions

310 P26

MAR 24 '03 10:07

If yes, what kind of action has been taken and against which employees?

Employee \_\_\_\_\_

Action Taken \_\_\_\_\_

Employee \_\_\_\_\_

Action Taken \_\_\_\_\_

17. Are you a union member?

Yes ☒ No ☐

If yes, what is the name of your union?

PS E A

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Business Agent \_\_\_\_\_

18. Did you file a grievance regarding the above problem?

Yes ☒ No ☐

If so, attach a copy of the grievance. Explain what step your grievance in row 18. Give both step number and letter, and the name and title of the union official dealing with your grievance.

I already gave 1 copy of  
each grievance. (Total  
2 grievances)

19. Are you a civil service employee?

Yes ☐ No ☒



814-333-6731 CCSD ISC

310 P27

MAR 24 '03 10:08

## IN-14 FORM

## Retaliation Questionnaire

(page 8)

20. Did you file a civil service complaint regarding the above problem?

Yes ☒ No ☒

21. What is/was the status of your civil service complaint, if applicable?

22. Have you filed a complaint about this matter with any other commission or agency?

Yes ☒ No ☒

If so, please specify the commission or agency and the date you filed, to the best of your recollection.

Commission or Agency \_\_\_\_\_

Date Complaint Filed \_\_\_\_\_

Docket Number, If Known \_\_\_\_\_

23. Have you taken any court action regarding this matter?

Yes ☐ No ☒

If so, please specify in what court and the date you filed, to the best of your recollection.

Name of Court \_\_\_\_\_

Date Action Filed \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

If there are other facts you feel should be considered, record these on the last page of the questionnaire (Continuation Page).

I hereby verify that the statements contained in this complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 P.S. Section 4904, relating to unsworn falsification to authorities.

Signature

Date

Address

City, State and Zip Code

Telephone Number

882-4353



**CONTINUATION PAGE**

For use if additional pages are needed to answer any question(s), indicate the question number that is being answered before each response below.

814-333-8731 CCSD 1SC

310 P29 MCR 24 '03 10:08

Claudette de Leon vs Crawford Central School District

PHRC Case No. 200204267

EEOC No. 17PA361991

Certificate of Service

Pursuant to the requirements of 1 Pa. Code § 33.31, I hereby certify that I have this day served the foregoing Complaint by first class mail, postage prepaid, as follows:

Claudette de Leon  
11983 Eureka Road  
Edinboro PA 16412

John Paul Jones, PSBA  
Legal Division, 4050 Route 6N East  
Edinboro PA 16412-1735

SUPERINTENDENT  
Crawford Central School District  
11280 Mercer Pike  
Meadville PA 16335-9504

  
M. Boxley, March 13, 2003

Notice App - R

NEGOTIATED AGREEMENT

UNDER ACT 198

BETWEEN

CRAWFORD CENTRAL EDUCATION ASSOCIATION

AND THE

CRAWFORD CENTRAL SCHOOL BOARD

FOR THE PERIOD OF

AUGUST 29, 2000 TO AUGUST 28, 2004

EXHIBIT  
97

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# ARTICLE I RECOGNITION

## Unit

The Board hereby recognizes the Association as the exclusive representative for the collective bargaining for all professional employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of said determination is reproduced and made a part hereof.

The parties acknowledge that the Directors of Secondary and Elementary Guidance, Testing and Adult Education are encompassed by the term "Guidance Counselors" which appears in the unit description portion of the Certification of Representative below.

## CERTIFICATION OF REPRESENTATIVE

### IN THE MATTER OF THE EMPLOYEES OF CRAWFORD CENTRAL SCHOOL DISTRICT

NO. PERA-U-1976-W

WHEREAS, a Joint Request for Certification was filed with the Pennsylvania Labor Relations Board pursuant to ARTICLE VI, SECTION 602 (a) of the PUBLIC RELATIONS ACT, being Act 195 of 1970, and

WHEREAS, PURSUANT TO ARTICLE VI, SECTION 602 (b), the Board issued an Order directing that a hearing be held on April 14, 1972, before a duly designated Hearing Examiner of the Board. The hearing was held on the date scheduled, at which time a full opportunity to examine and cross-examine witnesses, present testimony and introduce evidence was afforded to all parties in interest.

The Board, on the basis of the testimony and evidence presented at the hearing, and from all other matters and documents of record, hereby CERTIFIES THAT CRAWFORD CENTRAL EDUCATION ASSOCIATION-PSEA-NEA is the EXCLUSIVE REPRESENTATIVE of the employees of the above name Employer in the unit described below for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT: In a subdivision of the employer unit comprised of Teachers, Librarians, Guidance Counselors, Nurses and Home School Visitors and excluding Department Chairmen, Curriculum Supervisors, Director of Psychological Services and Head Teachers; also excluding Superintendent, Assistant Superintendents, Board Secretary, Business Manager, School Principals, Assistant to School Principals and all other supervisors, first level supervisors and confidential employees, as defined in the Act.

SIGNED, SEALED AND DATED at Harrisburg, Pennsylvania, this  
day

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ Raymond L. Scheib, Chairman  
/s/ Joseph J. Licastro, Member  
/s/ James H. Jones, Member

ARTICLE II

DURATION OF THE AGREEMENT AND NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The Agreement shall continue in full force and effect from year to year hereafter, unless written notice is given on or before January 1, 2004, requesting that the Agreement or Sections thereof be renegotiated.
- B. Deadline Date  
The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2004. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.
- C. Modification  
This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- D. In witness hereof the Association and the Board sign this Agreement through action of their designated officers.

CRAWFORD CENTRAL  
EDUCATION ASSOCIATION

By   
PRESIDENT

By   
SECRETARY

CRAWFORD CENTRAL  
SCHOOL DISTRICT  
COUNTY OF CRAWFORD  
PENNSYLVANIA

By   
PRESIDENT

By   
SECRETARY

Date 10-16-00

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

##### 1. Grievance

A "grievance" is hereby defined as:

- a. a claim by an employee or employees regarding the meaning, interpretation or application of any provision in this Agreement
- or
- b. that the local school board or its agents have acted inequitably in the application of the terms of this Agreement.

##### 2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

##### 3. Party in Interest

A "party in interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

##### 4. Days

For purposes of the grievance procedure, the term "days" shall mean days on which there is required employee attendance. Grievances occurring at the end of the school year shall be processed as though school were in session, except for Saturdays, Sundays and holidays.

#### B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

##### 1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to

expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

2. Year End Grievance

The parties will mutually attempt to resolve year end grievances as expeditiously as possible so that the grievance is resolved prior to the beginning of the next school year if possible. Any grievance which is not resolved at the time a successor agreement becomes effective shall be resolved on a basis of the negotiated agreement which was in effect when the grievance commenced.

3. Level One - Principal or Immediate Supervisor

An employee with a grievance shall present the grievance, in writing, to his/her principal or immediate supervisor within twenty (20) days of the individual's knowledge of the occurrence giving rise to the grievance. The claim shall be discussed directly or through the Association's designated representative.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of this grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools or his/her designee.

5. Level Three - School Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance has been presented at Level Two, he/she may file the written grievance with the Board. The written grievance shall be filed with the Board Secretary or other designee of the Board. The Board, no later than ten (10) school days after the filing, may hold a hearing on the grievance, review such grievance in an executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

6. Level Four - Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the School Board or its designee, he/she may, within five (5) school days after a decision by the Board or twenty (20) school days after the grievance was delivered to the Board or its designee, whichever is sooner, request in writing that the Association submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.



- a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Mediation Board by either party. The parties shall then be bound by the rules and procedures of the Pennsylvania Mediation Board in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. Costs for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room and arbitration reporter, shall be borne equally by the Board and the Association or the aggrieved party. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Group Grievances

If, in the judgment of the Association, a grievance affects a group or a class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Superintendent shall have three (3) days to review the grievance; and if, in his opinion, the grievance can be resolved at the first step of the grievance procedure, the Superintendent may revert the grievance to that

level. If the grievance should not be resolved at that level, it will continue through the normal grievance procedure.

4. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

5. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. Forms

The forms previously approved for filing grievances, serving notices, taking appeals, making reports and recommendations and other related necessary documents shall continue in effect. Should any need for any modification arise, the parties shall confer as necessary to develop and prepare jointly the appropriate revisions.

7. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest, their designated or selected representatives and witnesses, except in such cases wherein the Board is required by law to hold such meetings in public.

## ARTICLE IV

### RIGHTS OF PROFESSIONAL EMPLOYEES

#### A. Just Cause Provision

No professional employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. The reasons forming the basis for disciplinary action will be made available to the professional employees and the Association promptly.

#### B. Required Meetings and Hearings

Whenever any professional employee is required to appear before the Superintendent, the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of the employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting for interview and may have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview.

#### C. Evaluation of Students

All professional employees shall follow the guidelines regarding curriculum, grading and promotion of students as promulgated by the Board and its administrators. The teacher shall maintain the right and responsibility to determine the grades and other instructional evaluations of students. No grade or instructional evaluation shall be changed until the teacher is consulted on the proposed alternation. If the evaluation is changed by the administrator involved without the agreement of the teacher, it shall be so noted on the evaluation, and the teacher involved shall be notified in writing.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Information

The Board agrees to furnish to the Association any public information, upon request, within reasonable time.

#### B. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in conferences or meetings called by the administration, a mediator, an arbitrator, or factfinder, he shall suffer no loss in pay. No more than three (3) members of the bargaining unit shall be compensated for attendance at these meetings.

#### C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at the end of the school day until 6:00 p.m.; providing that no more than one (1) meeting per week is held. Permission for said meetings must be obtained from the Board Secretary. If the Association holds any meetings after 6:00 p.m. during the school day, or at any time on a weekend or holiday, prior permission must be received from the Board Secretary and the prevailing fee schedule shall apply.

#### D. Bulletin Boards

The Association shall have in each school building sufficient space on a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

#### E. Use of Mailboxes

The Association shall have the right to use school mailboxes as it deems necessary with the approval of building principals or other members of the Administration. There shall be no censorship of Association material to be distributed. Such material shall be identified as Association matter.

#### F. Release Time for the Association President

The Association President may pursue Association business prior to his first assignment during the school day. He may leave his building during his lunch period, provided that he notifies his school office of his departure and return. He may also leave his building fifteen (15) minutes after dismissal of students.

The Association President shall notify the school office of his presence in any building he enters. The Association President agrees not to interrupt any teacher's instructional activity.

G. Right to Speak At Meetings

An Association representative may speak to members of the bargaining unit at the conclusion of any faculty meeting or inservice day for up to fifteen (15) minutes at the request of the representative.

H. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

I. Vending Machines

Upon the request of the Association, vending machines shall be installed in the faculty lounges. Machines shall be maintained and kept sanitary at no expense to the Board. The proceeds shall go to the Association and be used solely for student scholarships or faculty flower and gift funds.

J. Access to Buildings

The Association's Field Representatives and Uni-Serve Representatives shall have the right to enter all schools in the district. The Superintendent or his designee shall be notified of such visits and the principal of the building shall be notified upon entrance by such representative. No approval shall be required. The representative shall not confer with professional employees during their teaching periods.

## ARTICLE VI

### TEACHING HOURS AND TEACHING LOAD

#### A. Work Year/Day

1. The work year for professional employees shall consist of one hundred eighty-five (185) days and six (6) access hours which shall be for non-classroom activities. Excepting those days upon which professional access hours are scheduled by the District, the employee work day shall consist of 7 1/2 hours, which includes the thirty (30) minute duty-free lunch period. Professional access hours will be worked on an as-needed basis as determined by the Administration, after consultation with the professional staff and upon reasonable advance notice, for educationally appropriate activities. All access hours will be assigned during the one hundred eighty-five day (185) day school year unless mutually agreed upon by the School District and the Association. Whenever administratively practical, professional access hours will be scheduled immediately following the regular-work day. At least two (2) professional access hours shall be designated for the conduct of open house and two (2) access hours for the conduct of parent conferences. Mandatory starting and quitting time for teachers may vary depending upon building needs. Each professional employee will receive at least a three (3) day notification prior to the assignment of access hours. Building principals will inform the Superintendent or designee before the designation of access hours in each school building. Each teacher shall receive notification of the commencement and termination of the employee day by the twentieth (20th) day of August preceding each school year.

As of the 2001-2002 school year, the number of work days in the school year referenced above shall be one hundred eighty-six (186). This extra day shall be an in-service day, during which the School District shall offer its employees programs necessary for them to meet continuing professional development obligations under Act 48. It shall be scheduled early in the school year, but after Fair Week.

#### 2. Fridays and Days Before Holidays

Except in cases of emergency or a scheduled duty assignment on Fridays and days before holidays the teachers shall be permitted to leave the school building at 3:05 p.m. or when pupils are dismissed, whichever is later.

#### 3. Association Meeting Days

On days of local Association meetings the teacher's day shall end when the pupils are dismissed. These meetings shall not be called on more than six (6) occasions per year.

#### B. Teaching Load

##### 1. Eight Period Day

Where an employee day consists of eight (8) periods or forty (40) periods per week, the teaching load for employees shall be no more than thirty (30) teaching periods per week or no more than thirty-five (35) periods including extra duty assignments. Under this provision, no employee will be required to teach seven (7) periods per day more than two (2) days per week. (See Addendum on Page 57)



2. Compensation for Extra Teaching Duty

If an employee is required to render services above the established norms as stated in Items 1 and 2 above, his/her remuneration shall be on a pro-rated basis as established in the formulas below:

$$\begin{array}{rcl} \text{Salary} & & \\ 180 \text{ days} & = & \text{Daily Rate} \\ \\ \text{Daily Rate} & & \\ 8 & = & \text{Hourly Rate} \\ \\ \text{Hourly Rate} & = & \text{Scale per class over,} \\ 2 & & \text{prescribed norms} \end{array}$$

Employees with seven (7) or eight (8) class assignments shall receive 100% of the hourly rate.

3. Duty-Free Planning Time

All full-time secondary teachers who are covered by this Agreement shall have a duty free planning period each school day of at least forty (40) consecutive minutes.

All full-time elementary teachers who are covered by this Agreement shall be entitled to duty free planning time during the student day of no less than two hundred (200) minutes per week. The District shall attempt to provide a duty-free planning period of forty (40) consecutive minutes per student day.

4. Number of Preparations

Except within the Art, Music, Home Economics, Business Education, Physical Education, Industrial Arts, Foreign Languages and Special Education departments, secondary teachers shall not be required to teach more than three (3) subject areas or no more than a total of three (3) teaching preparations. Business Education secondary teachers shall not be required to teach more than four (4) subject areas or no more than four (4) teaching preparations. Within the Art, Music, Home Economics, Industrial Arts and Foreign Languages departments, secondary teachers shall not be required to teach more than five (5) subject areas or no more than five (5) teaching preparations. Physical Education and Special Education secondary teachers shall have no limitation as to the number of subject areas they are required to teach or their number of teaching preparations.

This provision will not be applicable to mini-courses, modular scheduling and other programs when the teacher(s) to be affected have been consulted and agree to the implementation of such programs.

5. Payment for Additional Subject Areas or Teaching Preparations

In the event the District, in its discretion, determines it is necessary to exceed the above number of teaching subject areas or preparations for a secondary teacher then that individual shall be paid the following additional compensation for each subject area or teaching preparation beyond

those agreed to above: 2000-2001: \$1,600; 2001-2002: \$1,600; 2002-2003: \$1,600; 2003-2004: \$1,600.

In the event the assignment of an additional subject preparation beyond the above established norms also results in an assignment beyond the norms established by Article VI Sections B.1. or B.2, compensation for such additional assignment shall be made in accordance with Article VI Section B.3 and the employee shall not be entitled to the compensation provided in this section.

6. Conference Days

All teachers shall have one-half (1/2) of a school day once a year for the purpose of parent-teacher conferences. All teachers shall be assigned access hours one time a year for the purpose of an evening parent-teacher conference. One parent-teacher conference shall be held within the first semester and one shall be held during the second semester.

C. Lunch Periods

1. Duty-Free Lunch Period

Each employee shall have a duty-free lunch period of at least thirty (30) consecutive minutes.

2. Leaving the Building

The Board agrees that teachers shall be permitted to leave the school building during their duty-free lunch period. The teacher who leaves the building must notify the school office of his intent to leave the building during his lunch period and said teacher must personally and orally notify the school office of his return to the building. The duty-free lunch period is a thirty (30) minute period; no extension of this time period may be granted without the express permission of the building principal.

D. Teacher Orientation

Newly contracted employees shall attend an orientation/in-service day prior to the beginning of the teacher year. Teachers affected will be notified of said day at time of hiring.



## ARTICLE VII

### TEACHING CONDITIONS

#### A. Reference Library

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall maintain teacher reference materials in each school in the district and shall continue to maintain the reference library facilities currently in existence.

All professional texts which are reasonably requested by the teachers and approved by the curriculum supervisor shall be maintained in the appropriate building or library as noted above.

#### B. Other Provisions

##### 1. Fastening Device

A fastening device shall be provided for each teacher's desk upon request from that teacher to the district business office.

##### 2. Closet Space

Classroom closet space for each teacher to store coats, overshoes and personal articles shall be provided where physically feasible. Each teacher is required to use said space and no teacher shall use other areas for such purposes.

##### 3. Chalkboard Space

Adequate chalkboard space in every classroom.

##### 4. Texts

One copy, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

##### 5. Storage Space

Adequate storage space in each classroom for instructional materials.

##### 6. Daily Teaching Supplies

Adequate and necessary materials for the daily pursuit of instructional activities shall be provided by the Board.

7. Teacher Requisitions

Any professional employee who contacts the building administrator after August 1 to request information as to the status of each item that he/she has requisitioned for the next school year shall be given as complete information as is currently available to the building administrator. If the building administrator is out of the building the employee may contact the central administration office to request said information.

C. Facilities for Teachers (Miscellaneous)

The Board shall make available in each school adequate lunchroom, rest room, lavatory and telephone facilities for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge. Smoking shall be prohibited in this lounge. Provision for such facilities will be made in all future buildings.

D. Safe Working Conditions

Teachers shall not be required to work under unsafe conditions or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The determination of the above factors shall be made by the building principal, after consultation with the teacher concerned.

## ARTICLE VIII

### TRANSPORTATION

#### A. Pupil Transportation

##### 1. Compensation

Employees shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. He/she shall receive a transportation reimbursement per mile as regulated by the maximum allowance permitted by the Internal Revenue Service. The rate as fixed by the Internal Revenue Service on the first day of July preceding each school year shall be the reimbursable rate for the first semester of the school year. The rate as fixed by the Internal Revenue Service on the first day of January shall be the reimbursable rate for the second semester of the school year.

#### B. Employee Transportation

##### 1. Reimbursement for Travel Expenses

Employees required by the Board in the course of their work on behalf of Crawford Central School District to drive automobiles from one school building to another shall receive a transportation reimbursement per mile as regulated by the maximum allowance permitted by the Internal Revenue Service. The rate as fixed by the Internal Revenue Service on the first day of July preceding each school year shall be the reimbursable rate for the first semester of the school year. The rate as fixed by the Internal Revenue Service on the first day of January shall be the reimbursable rate for the second semester of the school year. The same allowance shall be given for use of personal cars for field trips or other School Board approved business of the District.

##### 2. All assignments covered above must be approved and scheduled by the Administration of the school district.

## ARTICLE IX

### PROFESSIONAL QUALIFICATIONS, ASSIGNMENTS AND EVALUATION

#### A. Certification

The Board will adhere to the provisions of the School Code of 1949 as amended, the rules and regulations promulgated by the Department of Education and the rules, regulations and guidelines promulgated by the State Board of Education regarding the employment of professional staff.

#### B. Special Certification

If a professional employee is employed under a special certificate, the Association shall receive a copy of the personnel appointment section of the Superintendent's report to the Board. The Association shall receive the above document on the same evening it is presented to the Board by the Superintendent.

#### C. Substitute Teacher

When a professional employee is absent, the Board will retain the services of a qualified, certified substitute when administratively possible. As over past years, the Board shall maintain a publicly available list of qualified substitutes.

#### D. Qualifications for Assignments

Teachers shall not be assigned outside the scope of their teaching qualifications and certification in the major or minor field of study, except in cases of emergency pursuant to Department of Education regulations governing teaching assignments outside the fields of certification.

#### E. Notice of Schedule

If there are any changes from the assignment of the individual at the end of the previous school term employees shall be given written notice by their building principal of their teaching schedule for the forthcoming year, as far in advance as is administratively reasonable; normally, no later than the preceding first of August. In the event that changes in such schedules are necessary after this date, all employees affected shall be notified promptly.

#### F. Additional Assignments

Any assignments in addition to the normal teaching schedule and work day shall not be obligatory, but shall be with the consent of the teacher. When, in the judgment of the Superintendent, all qualifications being equal, preferences in making such assignments will be given to tenure teachers regularly employed in the district according to seniority.

G. Individual Educational Programs

When an employee is assigned to participate in a conference, review, evaluation, re-evaluation, other activities, or to prepare individual educational programs other than during the regular school day, they shall be paid in accordance with Board Policy No. 4115.3 of June 27, 1979, to the extent that such assignments are not completed during assigned access hours.

SALARY SCHEDULE STEP PLACEMENT

| <u>1999-2000</u> | <u>2000-2001</u> | <u>2001-2002</u> | <u>2002-2003</u> | <u>2003-2004</u> |
|------------------|------------------|------------------|------------------|------------------|
| 1                | 1                | 1                | 1                | 1                |
| 2                | 2                | 1                | 2                | 2                |
| 3                | 3                | 2                | 3                | 3                |
| 4                | 4                | 3                | 4                | 4                |
| 5                | 5                | 4                | 5                | 5                |
| 6                | 6                | 5                | 6                | 6                |
| 7                | 7                | 6                | 7                | 7                |
| 8                | 8                | 7                | 8                | 8                |
| 9                | 9                | 8                | 9                | 9                |
| 10               | 10               | 9                | 10               | 10               |
| 11               | 11               | 10               | 11               | 11               |
| 12               | 12               | 11               | 12               | 12               |
| 13               | 13               | 12               | 13               | 13               |
| 14               | 14               | 13               | 14               | 14               |
| 15               | 15               | 14               | 15               | 15               |
| 16               | 16               | 15               | 16               | 16               |
| 17               | 17               | 16               | 17               | 17               |
| 18               | 18               | 17               | 17               | 17               |
| 19               | 19               | 17               | 17               | 17               |

Due to salary schedule compaction, salary step advancement each year is on a horizontal basis.

ARTICLE X  
PROFESSIONAL COMPENSATION

SALARY SCHEDULE STEP PLACEMENT

BACHELOR

A.

Salary Schedule - 185-Day Contract (2000-2001) Salary Schedule - 186-Day Contract (2001-2002) (2002-2003) (2003-2004)

The basic salaries of the employees covered by this Agreement are as follows:

| (185 Days)<br><u>1999-2000</u> | (185 Days)<br><u>2000-2001</u> | (186 Days)<br><u>2001-2002</u> | (186 Days)<br><u>2002-2003</u> | (186 Days)<br><u>2003-2004</u> |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 1 27,650                       | 1 29,938                       | 1 32,066                       | 1 33,271                       | 1 34,172                       |
| 2 29,450                       | 2 30,438                       | 1 32,066                       | 2 33,771                       | 2 34,672                       |
| 3 30,715                       | 3 31,229                       | 2 33,014                       | 2 33,771                       | 3 35,352                       |
| 4 31,620                       | 4 32,153                       | 3 33,710                       | 3 34,435                       | 3 35,352                       |
| 5 32,270                       | 5 32,904                       | 4 34,214                       | 4 34,938                       | 4 35,936                       |
| 6 32,620                       | 6 33,261                       | 5 34,990                       | 5 35,795                       | 5 36,686                       |
| 7 33,420                       | 7 34,078                       | 6 35,727                       | 6 36,551                       | 6 37,524                       |
| 8 34,124                       | 8 34,796                       | 7 36,617                       | 7 37,463                       | 7 38,459                       |
| 9 34,974                       | 9 35,664                       | 8 37,508                       | 8 38,374                       | 8 39,395                       |
| 10 35,824                      | 10 36,531                      | 9 38,397                       | 9 39,287                       | 9 40,330                       |
| 11 36,674                      | 11 37,399                      | 10 40,220                      | 10 41,164                      | 10 42,269                      |
| 12 38,977                      | 12 39,161                      | 11 41,109                      | 11 42,077                      | 11 43,204                      |
| 13 39,827                      | 13 40,529                      | 12 42,499                      | 12 42,988                      | 12 44,140                      |
| 14 40,677                      | 14 41,397                      | 13 43,390                      | 13 44,399                      | 13 45,075                      |
| 15 41,527                      | 15 42,264                      | 14 45,170                      | 14 46,224                      | 14 47,444                      |
| 16 43,227                      | 16 43,999                      | 15 47,325                      | 15 48,430                      | 15 49,710                      |
| --                             | 17 46,104                      | 16 49,639                      | 16 50,796                      | 16 52,134                      |
| 17 49,952                      | 18 48,354                      | 17 52,252                      | 17 53,452                      | 17 54,752                      |
|                                | 19 51,052                      | 17 52,252                      | 17 53,452                      | 17 54,752                      |

Due to salary schedule compaction, salary step advancement each year is on a horizontal basis.

SALARY SCHEDULE STEP PLACEMENTBACHELOR +15

| <u>(185 Days)</u><br><u>1999-2000</u> |        | <u>(185 Days)</u><br><u>2000-2001</u> |        | <u>(186 Days)</u><br><u>2001-2002</u> |        | <u>(186 Days)</u><br><u>2002-2003</u> |        | <u>(186 Days)</u><br><u>2003-2004</u> |        |
|---------------------------------------|--------|---------------------------------------|--------|---------------------------------------|--------|---------------------------------------|--------|---------------------------------------|--------|
| 1                                     | 27,850 | 1                                     | 30,238 | 1                                     | 32,466 | 1                                     | 33,771 | 1                                     | 34,672 |
| 2                                     | 29,650 | 2                                     | 30,738 | 1                                     | 32,466 | 2                                     | 34,271 | 2                                     | 35,172 |
| 3                                     | 30,915 | 3                                     | 31,529 | 2                                     | 33,414 | 2                                     | 34,271 | 3                                     | 35,852 |
| 4                                     | 31,820 | 4                                     | 32,453 | 3                                     | 34,110 | 3                                     | 34,935 | 4                                     | 36,436 |
| 5                                     | 32,470 | 5                                     | 33,204 | 4                                     | 34,614 | 4                                     | 35,438 | 5                                     | 37,186 |
| 6                                     | 32,820 | 6                                     | 33,561 | 5                                     | 35,390 | 5                                     | 36,295 | 6                                     | 38,024 |
| 7                                     | 33,620 | 7                                     | 34,378 | 6                                     | 36,127 | 6                                     | 37,051 | 7                                     | 38,959 |
| 8                                     | 34,324 | 8                                     | 35,096 | 7                                     | 37,017 | 7                                     | 37,963 | 8                                     | 39,895 |
| 9                                     | 35,174 | 9                                     | 35,964 | 8                                     | 37,908 | 8                                     | 38,874 | 9                                     | 40,830 |
| 10                                    | 36,024 | 10                                    | 36,831 | 9                                     | 38,797 | 9                                     | 39,787 | 10                                    | 42,769 |
| 11                                    | 36,874 | 11                                    | 37,699 | 10                                    | 40,620 | 10                                    | 41,664 | 11                                    | 43,704 |
| 12                                    | 39,177 | 12                                    | 39,461 | 11                                    | 41,509 | 11                                    | 42,577 | 12                                    | 44,640 |
| 13                                    | 40,027 | 13                                    | 40,829 | 12                                    | 42,899 | 12                                    | 43,488 | 13                                    | 45,575 |
| 14                                    | 40,877 | 14                                    | 41,697 | 13                                    | 43,790 | 13                                    | 44,899 | 14                                    | 47,944 |
| 15                                    | 41,727 | 15                                    | 42,564 | 14                                    | 45,570 | 14                                    | 46,724 | 15                                    | 50,210 |
| 16                                    | 43,427 | 16                                    | 44,299 | 15                                    | 47,725 | 15                                    | 48,930 | 16                                    | 52,634 |
| --                                    |        | 17                                    | 46,404 | 16                                    | 50,039 | 16                                    | 51,296 | 17                                    | 55,252 |
| 17                                    | 50,152 | 18                                    | 48,654 | 17                                    | 52,652 | 17                                    | 53,952 | 17                                    | 55,252 |
|                                       |        | 19                                    | 51,352 | 17                                    | 52,652 | 17                                    | 53,952 | 17                                    | 55,252 |

Due to salary schedule compaction, salary step advancement each year is on a horizontal basis.



SALARY SCHEDULE STEP PLACEMENTMASTER'S

|    | (185 Days)<br><u>1999-2000</u> | (185 Days)<br><u>2000-2001</u> | (186 Days)<br><u>2001-2002</u> | (186 Days)<br><u>2002-2003</u> | (186 Days)<br><u>2003-2004</u> |
|----|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 1  | 28,150                         | 1 30,538                       | 1 32,766                       | 1 34,071                       | 1 34,972                       |
| 2  | 29,950                         | 2 31,038                       | 1 32,766                       | 2 34,571                       | 2 35,472                       |
| 3  | 31,215                         | 3 31,829                       | 2 33,714                       | 3 35,235                       | 3 36,152                       |
| 4  | 32,120                         | 4 32,753                       | 3 34,410                       | 4 35,738                       | 4 36,736                       |
| 5  | 32,770                         | 5 33,504                       | 4 34,914                       | 5 36,595                       | 5 37,486                       |
| 6  | 33,120                         | 6 33,861                       | 5 35,690                       | 6 37,351                       | 6 38,324                       |
| 7  | 33,920                         | 7 34,678                       | 6 36,427                       | 7 38,263                       | 7 39,259                       |
| 8  | 34,624                         | 8 35,396                       | 7 37,317                       | 8 39,174                       | 8 40,195                       |
| 9  | 35,474                         | 9 36,264                       | 8 38,208                       | 9 40,087                       | 9 41,130                       |
| 10 | 36,324                         | 10 37,131                      | 9 39,097                       | 10 41,964                      | 10 43,069                      |
| 11 | 37,174                         | 11 37,999                      | 10 40,920                      | 11 42,877                      | 11 44,004                      |
| 12 | 39,477                         | 12 39,761                      | 11 41,809                      | 12 43,788                      | 12 44,940                      |
| 13 | 40,327                         | 13 41,129                      | 12 43,199                      | 13 45,199                      | 13 45,875                      |
| 14 | 41,177                         | 14 41,997                      | 13 44,090                      | 14 47,024                      | 14 48,244                      |
| 15 | 42,027                         | 15 42,864                      | 14 45,870                      | 15 49,230                      | 15 50,510                      |
| 16 | 43,727                         | 16 44,599                      | 15 48,025                      | 16 51,596                      | 16 52,934                      |
| 17 | 50,452                         | 17 46,704                      | 16 50,339                      | 17 54,252                      | 17 55,552                      |
|    |                                | 18 48,954                      | 17 52,952                      | 17 54,252                      | 17 55,552                      |
|    |                                | 19 51,652                      | 17 52,952                      | 17 54,252                      | 17 55,552                      |

Due to salary schedule compaction, salary step advancement each year is on a horizontal basis.

SALARY SCHEDULE STEP PLACEMENTMASTER'S +15

| <u>(185 Days)</u><br><u>1999-2000</u> |        | <u>(185 Days)</u><br><u>2000-2001</u> |        | <u>(186 Days)</u><br><u>2001-2002</u> |        | <u>(186 Days)</u><br><u>2002-2003</u> |        | <u>(186 Days)</u><br><u>2003-2004</u> |        |
|---------------------------------------|--------|---------------------------------------|--------|---------------------------------------|--------|---------------------------------------|--------|---------------------------------------|--------|
| 1                                     | 28,250 | 1                                     | 30,638 | 1                                     | 32,866 | 1                                     | 34,171 | 1                                     | 35,472 |
| 2                                     | 30,050 | 2                                     | 31,138 | 1                                     | 32,866 | 2                                     | 34,671 | 2                                     | 35,972 |
| 3                                     | 31,315 | 3                                     | 31,929 | 2                                     | 33,814 | 3                                     | 35,335 | 3                                     | 36,652 |
| 4                                     | 32,220 | 4                                     | 32,853 | 3                                     | 34,510 | 4                                     | 35,838 | 4                                     | 37,236 |
| 5                                     | 32,870 | 5                                     | 33,604 | 4                                     | 35,014 | 5                                     | 36,695 | 5                                     | 37,986 |
| 6                                     | 33,220 | 6                                     | 33,961 | 5                                     | 35,790 | 6                                     | 37,451 | 6                                     | 38,824 |
| 7                                     | 34,020 | 7                                     | 34,778 | 6                                     | 36,527 | 7                                     | 38,363 | 7                                     | 39,759 |
| 8                                     | 34,724 | 8                                     | 35,496 | 7                                     | 37,417 | 8                                     | 39,274 | 8                                     | 40,695 |
| 9                                     | 35,574 | 9                                     | 36,364 | 8                                     | 38,308 | 9                                     | 40,187 | 9                                     | 41,630 |
| 10                                    | 36,424 | 10                                    | 37,231 | 9                                     | 39,197 | 10                                    | 40,187 | 10                                    | 43,569 |
| 11                                    | 37,274 | 11                                    | 38,099 | 10                                    | 41,020 | 11                                    | 42,977 | 11                                    | 44,504 |
| 12                                    | 39,577 | 12                                    | 39,861 | 11                                    | 41,909 | 12                                    | 43,888 | 12                                    | 45,440 |
| 13                                    | 40,427 | 13                                    | 41,229 | 12                                    | 43,299 | 13                                    | 45,299 | 13                                    | 46,375 |
| 14                                    | 41,277 | 14                                    | 42,097 | 13                                    | 44,190 | 14                                    | 47,124 | 14                                    | 48,744 |
| 15                                    | 42,127 | 15                                    | 42,964 | 14                                    | 45,970 | 15                                    | 49,330 | 15                                    | 51,010 |
| 16                                    | 43,827 | 16                                    | 44,699 | 15                                    | 48,125 | 16                                    | 51,696 | 16                                    | 53,434 |
| 17                                    | 50,552 | 17                                    | 46,804 | 16                                    | 50,439 | 17                                    | 54,352 | 17                                    | 56,052 |
| 18                                    |        | 18                                    | 49,054 | 17                                    | 53,052 | 17                                    | 54,352 | 17                                    | 56,052 |
| 19                                    |        | 19                                    | 51,752 | 17                                    | 53,052 | 17                                    | 54,352 | 17                                    | 56,052 |

Due to salary schedule compaction, salary step advancement each year is on a horizontal basis.

B. Extra-Curricular Positions

Level 1A: Athletic Director MC

Level 1: Marching Band

Summer Band

Swimming Head BG

Basketball Head BG

Football Head

Wrestling Head

Level 2: Track Head BG

Basketball Assis. BG

Football Assis.

Jr. High Basketball Head BG

Jr. High Football Head

Band Director MC

Jr. High Wrestling

Asst. Swimming Coach

Wrestling Assis.

\*Diving Coach

Asst. Athletic Director

Level 3: Baseball Head

Softball Head

Golf Head

Track Ass. BG

Student Council

Band Field Manager MC

Drama MC - (2 major/4 minor plays)\*

Treasurer Activity Fund M

Cross Country Head

Soccer Head

Volleyball Head BG

Tennis

Level 4: Student Activities M

Asst. Baseball/Softball

7/8 Grade Basketball

Stage Director

Orchestra Director MC

Choral Director MC

Asst. Volleyball

Asst. Soccer

Asst. Cross Country

Treasurer Activity Fund C

Jr. Class Sponsor M

Sr. Class Sponsor C

Drama MC - (less than 2 major/4 minor plays)\*

Yearbook MC

Forensics

Debate

School Newspaper

Level 5: Senior Class Sponsor M

Jr. Class Sponsor C

Soph. Class Sponsor C

Audio Visual

Drama - Middle School M

Intramurals (Directors)\*

Cheerleading - each separate sport

\*Diving Coach - Level 2 moves to Level 3 when the current person resigns or retires.

\*Drama - Major play is 6 to 7 weeks from audition to production/Minor play is 3 to 4 weeks from audition to production.

1. Supplemental Contracts

Payments for supplementals shall be made in three (3) equal or as nearly equal installments as possible; one at the beginning of the activity, one at the middle and one at the conclusion of the activity.

2. Extra-Curricular Salaries - Increments 1,2,3,4,5,6,7,8,9,10,10+2000-2001

|    | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 10+  |
|----|------|------|------|------|------|------|------|------|------|------|------|
| 1A | 3294 | 3471 | 3644 | 3817 | 3989 | 4165 | 4289 | 4336 | 4465 | 4510 | 4739 |
| 1  | 2560 | 2736 | 2908 | 3081 | 3253 | 3429 | 3531 | 3601 | 3708 | 3775 | 3966 |
| 2  | 1823 | 1952 | 2082 | 2212 | 2343 | 2473 | 2548 | 2606 | 2682 | 2736 | 2874 |
| 3  | 1430 | 1520 | 1606 | 1691 | 1778 | 1866 | 1921 | 1952 | 2010 | 2040 | 2142 |
| 4  | 1170 | 1211 | 1277 | 1326 | 1381 | 1430 | 1473 | 1483 | 1527 | 1533 | 1610 |
| 5  | 999  | 1040 | 1084 | 1132 | 1170 | 1217 | 1253 | 1258 | 1296 | 1301 | 1364 |

2001-2002

|    | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 10+  |
|----|------|------|------|------|------|------|------|------|------|------|------|
| 1A | 3376 | 3558 | 3735 | 3912 | 4089 | 4269 | 4395 | 4444 | 4577 | 4623 | 4857 |
| 1  | 2624 | 2804 | 2981 | 3158 | 3334 | 3515 | 3619 | 3691 | 3801 | 3869 | 4065 |
| 2  | 1869 | 2001 | 2134 | 2267 | 2402 | 2535 | 2612 | 2671 | 2749 | 2804 | 2946 |
| 3  | 1466 | 1558 | 1646 | 1733 | 1822 | 1913 | 1969 | 2001 | 2060 | 2091 | 2195 |
| 4  | 1199 | 1241 | 1309 | 1359 | 1416 | 1466 | 1510 | 1520 | 1565 | 1571 | 1650 |
| 5  | 1024 | 1066 | 1111 | 1160 | 1199 | 1247 | 1284 | 1289 | 1328 | 1334 | 1398 |

2002-2003

|    | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 10+  |
|----|------|------|------|------|------|------|------|------|------|------|------|
| 1A | 3460 | 3647 | 3828 | 4010 | 4191 | 4376 | 4506 | 4555 | 4691 | 4739 | 4978 |
| 1  | 2690 | 2874 | 3056 | 3237 | 3417 | 3603 | 3709 | 3783 | 3896 | 3966 | 4167 |
| 2  | 1916 | 2051 | 2187 | 2324 | 2462 | 2598 | 2677 | 2738 | 2818 | 2874 | 3020 |
| 3  | 1503 | 1597 | 1687 | 1776 | 1868 | 1961 | 2018 | 2051 | 2112 | 2143 | 2251 |
| 4  | 1229 | 1272 | 1342 | 1393 | 1451 | 1503 | 1548 | 1558 | 1604 | 1610 | 1691 |
| 5  | 1050 | 1093 | 1139 | 1189 | 1229 | 1278 | 1316 | 1321 | 1361 | 1367 | 1433 |

2003-2004

|    | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 10+  |
|----|------|------|------|------|------|------|------|------|------|------|------|
| 1A | 3547 | 3738 | 3924 | 4110 | 4296 | 4485 | 4619 | 4669 | 4808 | 4857 | 5102 |
| 1  | 2757 | 2946 | 3132 | 3318 | 3502 | 3693 | 3802 | 3878 | 3993 | 4065 | 4271 |
| 2  | 1964 | 2102 | 2242 | 2382 | 2524 | 2663 | 2744 | 2806 | 2888 | 2946 | 3096 |
| 3  | 1541 | 1637 | 1729 | 1820 | 1915 | 2010 | 2068 | 2102 | 2165 | 2197 | 2307 |
| 4  | 1260 | 1304 | 1376 | 1428 | 1487 | 1541 | 1587 | 1597 | 1644 | 1650 | 1733 |
| 5  | 1076 | 1120 | 1167 | 1219 | 1260 | 1310 | 1349 | 1354 | 1395 | 1401 | 1469 |

3. Miscellaneous Positions

|  | <u>2000-01</u> | <u>2001-02</u> | <u>2002-03</u> | <u>2003-04</u> |
|--|----------------|----------------|----------------|----------------|
|--|----------------|----------------|----------------|----------------|

|                                     |       |       |       |       |
|-------------------------------------|-------|-------|-------|-------|
| Department Coordinators             | 650   | 750   | 800   | 800   |
| Director of Elementary Guidance     | 650   | 750   | 800   | 800   |
| Director of Secondary Guidance      | 1,200 | 1,300 | 1,400 | 1,500 |
| Director of Adult Education Program | 1,600 | 1,650 | 1,700 | 1,750 |
| Director of Testing                 | 850   | 900   | 950   | 1,000 |

#### 4. Procedures.

- a. New coaches shall be placed in the appropriate supplementary category, with salary to be determined by the negotiated agreement and he/she may be given credit only for previous coaching experience.
- b. Any coach transferring to another coaching position in the same sport shall be given credit for his/her previous coaching experience.
- c. All supplemental contracts held for less than three (3) years by non-bargaining unit employees of the District shall be posted by May 30 of each year. In order to be hired over a bargaining unit bidder, a candidate from outside the bargaining unit must be superior in comparison to the bargaining unit bidder.

#### C. Method of Payment

Each employee covered by the provisions of this Agreement shall receive his/her annual salary in biweekly payments. Paydays shall be every other Friday or, if school is not in session, the last school day. An employee may elect to receive full compensation for his/her services on the second check issued in the month of June if said employee notifies the School Board Secretary in writing of his/her desire by the first day of May preceding the June pay date. If the request is not submitted by May 1, then the advance salary allowance shall not be given.

#### D. Midyear Changes on Salary Schedule

Any professional employee who shall earn additional credits so as to move horizontally on the salary schedule during the first semester shall be placed on that level and remuneration for said employee shall be made at that level for the second semester of the current school year, provided an official transcript verifying the credits is received in the central administration office by February 1. An official letter from the college or the university may be used in lieu of transcript until the transcript is received.

#### E. Terminal Leave Payment

Payment for unused sick leave days shall be made in the last pay period of the school year in which the teacher retires or dies in service with at least 15 years in the district. Any teacher desiring the payment of this money must notify the Secretary of the Board of his/her intention to retire by the first day of March in the year of his retirement. If a teacher retires at midyear, he/she must notify the Secretary of the Board of his/her intention to retire by the first day of November. The employee, via written notice, may defer payment until January of the year following retirement. In the event of a disability retirement, the teacher shall be paid for his/her unused sick leave days according to the payment schedule with whatever prior notification he/she can give to the Secretary. Payment for unused days will be as follows:

|              |                            |
|--------------|----------------------------|
| 1 - 100 days | - \$50 per unused sick day |
| 100+ days    | - \$60 per unused sick day |

F. Retirement

1. Employees who have reached age 50 and elect to retire after a minimum of 25 years of credited Pennsylvania service of which the last 15 years shall have been in the Crawford Central School District shall be eligible to receive 10 years of retired employee and spouse medical and hospitalization benefits as provided in Article XVIII, paid by the School District according to the following provisions:
  - a. Payment shall not exceed a maximum of \$200 per month. (Retiring teachers will receive this benefit for ten (10) years. Future negotiations cannot change this amount for teachers retiring during the length of this agreement.)
  - b. In the event that a retired employee, who is entitled to this benefit, works for another employer, the Crawford Central School District shall not be obligated to provide this benefit to said retired employee if the latter's employer provides an identical or better benefit for said retired employee.
  - c. Crawford Central School District will provide this benefit for a period of ten (10) years commencing upon retirement. All years of gainful employment will be deducted from this period of ten (10) years.
  - d. This benefit will be for a period of ten (10) years or until that individual qualifies for Medicare or Medicaid. In the event that an employee qualified through disability for Medicare or Medicaid, the benefits provided in this section shall be adjusted to equal that portion of cost not covered through disability.
  - e. The retired employee and/or spouse shall report annually, or sooner if the retired employee gains employment, to the Central Office listing address, marital status, etc. This information is needed for the insurance carrier. Failure to report annually to Central Office may result in forfeiture of this retirement benefit.
  - f. The insurance carrier(s) and benefits to be provided to retired professional employees shall be the same carrier(s) and benefits provided to the then current district professional employees.
  - g. Retired employees may purchase insurances (hospitalization, vision, dental, and life) at the group rate plus 5%. Retired employees may purchase insurances beyond the 10 year limit but, not beyond age 65.

G. Pro-Rated Days

All employees required to work beyond the contractual work year shall be compensated on a pro-rated basis of their annual salary. This provision does not apply to summer school, evening classes, or any other program where an assignment is made through a separate contract.

H. Itemized Statement

Included with the second pay following the opening of school, the Board will provide an itemized statement of each employee's total compensation base salary, incentive pay and supplemental contracts.

I. Professional Compensation

If employees are requested by an Administrator and voluntarily agrees to perform work beyond the workday or work year set forth in this agreement, they shall be paid at the rates listed below for each hour:

| <u>2000-2001</u> | <u>2001-2002</u> | <u>2002-2003</u> | <u>2003-2004</u> |
|------------------|------------------|------------------|------------------|
| \$15.00          | \$16.00          | \$17.00          | \$18.00          |



## ARTICLE XI

### VACANCIES, PROMOTIONS, TRANSFERS AND PROFESSIONAL ASSIGNMENTS

#### A. Request for Change in Assignments

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional employees, as well as the needs of the school district. Requests by a professional employee for transfer to a different class, building or position should be made in writing and filed with the Superintendent. The Application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. Such request shall be re-submitted each year to assure active consideration by the Board.

#### B. Vacancies

The Board declares its policy of filling vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same at all schools for not less than five (5) school days before filling the job. The notices shall include grade level or subject and building. All new positions shall be posted with accompanying job description, qualifications and salary. Qualified applicants will be determined by the following point system. If two or more applicants have the same points, all ties will be broken by seniority.

##### Completed Years in the District

|                  |                   |                    |                  |
|------------------|-------------------|--------------------|------------------|
| <u>1-5 years</u> | <u>6-10 years</u> | <u>11-15 years</u> | <u>16+ years</u> |
| 1 pt.            | 2 pts.            | 3 pts.             | 4 pts.           |

##### Educational Attainment

|           |               |                |                    |
|-----------|---------------|----------------|--------------------|
| <u>BS</u> | <u>BS +15</u> | <u>Masters</u> | <u>Masters +15</u> |
| 1 pt.     | 2 pts.        | 3 pts.         | 4 pts.             |

##### Completed Years Teaching in Subject Area \*see below

|                   |                  |
|-------------------|------------------|
| <u>1-10 years</u> | <u>11+ years</u> |
| 1 pt.             | 2 pts.           |

#### ADMINISTRATIVE EVALUATION

The Administration shall have the discretion to award all Candidates 0 - 4 pts.

\*Employees will receive full point credit if bidding for a job within the same subject area (i.e. elementary teacher bidding for an elementary vacancy or an English teacher bidding for an English vacancy). Employees will receive 1/2 credit for all teaching experience when bidding for a job not presently within their current job assignment (i.e. Special Education/Reading teacher bidding for an elementary job or a Science teacher bidding for a Math vacancy assuming that the person bidding is certified in that area).



C. Midyear and Late Summer Vacancies

The Association recognizes that when vacancies occur during the school year, or fifteen (15) calendar days prior to the beginning of school, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, all such vacancies may be posted and filled on a permanent basis or filled on a temporary or tentative basis. The temporary position may be declared vacant at any time, but no later than the end of the normal school year.

D. Involuntary Transfers

Effort will be made to make all transfers voluntary. Involuntary transfers will be made only in the best interest of the school system. In case of an involuntary transfer, the Superintendent shall notify the affected employee of the reasons for the transfer. Any vacancies that arise from an involuntary transfer of an employee shall be filled by using the provisions of Article XI, Sections B and C. An individual involuntarily transferred cannot apply for the position where he/she was involuntarily transferred.

## ARTICLE XII

### EMPLOYEE EVALUATION

#### A. General Criteria

##### 1. Basis for Conducting Evaluations

Evaluations shall be conducted under the provisions of Section 1123 of the School Code and the School District Policy governing the use of Appendix A of the Professional Evaluation Instrument.

##### 2. Observation Reports

An employee shall be given a copy of any written observation report. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior review by the employee. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signatures in no way indicate agreement with the contents of the report.

##### 3. Rating Reports

The employee shall receive a copy of all rating reports prior to said forms being placed in his/her personnel file. The employee may request a conference to review this rating form with the appropriate administrator.

##### 4. Rating Reports

Notification of rating of temporary professional employees shall be done in accordance with the provisions of Section 1108(a) of the School Code of 1949 as amended and the School District Policy governing the use of Appendix A of the Professional Evaluation Instrument.

#### B. Personnel File

##### 1. Contents Available

An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

##### 2. No Separate File

The Board agrees not to maintain or establish any separate personnel file which is not available for the employee's inspection.